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4 **Attorneys for Secured Creditor,**  
5 **CHASE HOME FINANCE, LLC**

6 **UNITED STATES BANKRUPTCY COURT**  
7 **NORTHERN DISTRICT OF CALIFORNIA**

8 **SANTA ROSA DIVISION**

9 In re:

10 JESUS AVILA-ORTEGA

11 Debtor.

) Bankruptcy Case No. 10-12397

) Chapter 13

) **OBJECTION TO CONFIRMATION OF**  
) **CHAPTER 13 PLAN**

) CONFIRMATION HEARING:

) DATE: November 1, 2010

) TIME: 1:30 PM

) PLACE: Santa Rosa Courtroom

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19 **TO THE HONORABLE ALAN JAROSLOVSKY, UNITED STATES BANKRUPTCY**  
20 **COURT JUDGE, THE CHAPTER 13 TRUSTEE, THE DEBTOR'S COUNSEL, AND THE**  
21 **DEBTOR:**

22 Chase Home Finance, LLC ("Chase") is the holder of a secured claim recorded against  
23 property in which the Debtor claims an interest. Chase is, therefore, a party in interest and has  
24 standing to object to the Debtor's Chapter 13 Plan.

25 Chase is the holder of a claim secured only by a security interest in real property commonly  
26 known as 2323 & 2325 Orleans St., Santa Rosa, California, which is the Debtor's principal  
27 residence. The total amount that is due and owing under the Promissory Note is approximately  
28 \$459,037.02 and the pre-petition arrearage owed is approximately \$44,744.11. As Chase's claim is

1 secured only by a security interest in Debtor's principal residence the claim may not be modified  
2 pursuant to §1322(b)(2). Chase objects to the Debtor's Plan on the following grounds:

3 The Debtor's Plan does not provide for the curing of the pre-petition arrearages owed to  
4 Chase. As the Debtor's Plan does not provide for the cure of the pre-petition arrearages owed, the  
5 Debtor's Plan is infeasible and does not satisfy §1322(b)(5). Additionally, the Debtor's Plan  
6 significantly understates the amount of the monthly payment owed to Chase. The Debtor's Plan  
7 provides for monthly mortgage payments in the amount of \$933.00, however, the current monthly  
8 payment amount, as of October 1, 2010 is \$2,613.61.

9 Based on the foregoing, Chase respectfully requests that the Court deny confirmation of the  
10 Debtor's Chapter 13 Plan or order that the Chapter 13 Plan be amended to provide for payment of  
11 Chase's pre-petition arrearages and to list the correct monthly payment amount.

12 DATED: September 22, 2010

Respectfully Submitted,

13 MALCOLM CISNEROS, A Law Corporation

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15 /s/William G. Malcolm  
16 WILLIAM G. MALCOLM  
17 Attorney for Secured Creditor,  
18 CHASE HOME FINANCE, LLC  
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**PROOF OF SERVICE**

STATE OF CALIFORNIA     }  
COUNTY OF ORANGE     }     ss.

I am employed in the County of Orange, State of California. I am over the age of eighteen and not a party to the within action; my business address is: 2112 Business Center Drive, Second Floor, Irvine, California, 92612.

On September 22, 2010, I served the following document described as **OBJECTION TO CONFIRMATION OF CHAPTER 13 PLAN** on the interested parties in this action by placing a true copy thereof enclosed in a sealed envelope with postage thereon fully prepaid in the United States mail at Irvine, California (**and via telecopy or overnight mail where indicated**), addressed as follows:

Jesus Avila-Ortega  
2325 Orleans St.  
Santa Rosa, CA 95403

Evan Livingstone  
740 Fourth St #215  
Santa Rosa, CA 95404

David Burchard  
393 Vintage Park Drive  
Suite 150  
Foster City, CA 94404

I declare under penalty of perjury that the foregoing is true and correct.  
Executed on September 22, 2010, at Irvine, California.

/s/Azel Andres  
AZEL ANDRES